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2 A Professional Corporation  
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11 Del Toro Loan Servicing, Inc.  
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15 **UNITED STATES DISTRICT COURT**  
16 **EASTERN DISTRICT OF CALIFORNIA**

17 LARRY LEE LACOMBA, SR., AND  
18 ROCHELLE LOUISE LACOMBA, HUSBAND  
19 AND WIFE,  
20

21 Plaintiffs,

22 vs.

23 EAGLE HOME LOANS AND INVESTMENT,  
24 LLC, a California limited liability company;  
25 DEL TORO LOAN SERVICING, INC., a  
26 California corporation, qualified to do business  
27 in California; and DOES 1 through 20,  
28

Defendants.

CASE NO.: 2:23-CV-00370-KJM-DB

**STIPULATION AND ORDER  
GRANTING EXTENSION OF TIME  
TO DEFENDANT DEL TORO LOAN  
SERVICING, INC. TO RESPOND TO  
SECOND AMENDED COMPLAINT**

Defendant Del Toro Loan Servicing, Inc., (“DTLS”), and Plaintiffs Larry Lee Lacomba, Sr. and Rochelle Louise Lacomba, Husband and Wife, (“Plaintiffs”), (collectively the, “Stipulating Parties”), hereby stipulate as follows:

1. **WHEREAS**, the Plaintiffs' Second Amended Complaint ("SAC") has been served on DTLS and DLTS' response to Plaintiffs' SAC must be filed by Thursday, March 21, 2024;
2. **WHEREAS**, Plaintiffs' have granted DLTS an "open" extension of time to respond to the SAC, subject to twenty (20) days written notice from Plaintiffs to DLTS' counsel to respond to the SAC;
3. **WHEREAS**, Plaintiffs are currently responding to a Motion to Dismiss filed by Defendant Eagle Home Loans and Investment, LLC ("Eagle");
4. **WHEREAS**, after Plaintiffs have responded to Eagle's Motion to Dismiss, Plaintiffs want to obtain the production of documents and take the deposition of DLTS; and,
5. **WHEREAS**, depending on what the Plaintiffs discover from the production of documents and deposition of DLTS, the Plaintiffs' may dismiss their SAC against DTLS.

**IT IS HEREBY STIPULATED** by and between the Stipulating Parties that DLTS' time to file a response to the Plaintiffs' SAC shall be extended to a date after twenty (20) days written notice is given to DLTS' counsel.

## **SO STIPULATED.**

DATED: March 27, 2024

**BUCHALTER**  
A Professional Corporation

By: /s/ Jason E. Goldstein  
JOHN L. HOSACK, ESQ.  
JASON E. GOLDSTEIN, ESQ.  
Attorneys for Defendant,  
DEL TORO LOAN SERVICING, INC.

1 DATED: March 27, 2024

LAW OFFICE OF JOHN KEVIN CROWLEY

3 By: /s/ John Kevin Crowley

4 JOHN KEVIN CROWLEY, ESQ.

5 Attorney for Plaintiffs,

6 LARRY LEE LACOMBA, SR. and

7 ROCHELLE LOUISE LACOMBA

8 **ORDER**

9 The Court, having considered the foregoing stipulation of the parties, and finding good  
cause existing, approves the stipulation and hereby Orders as follows:

10 Defendant Del Toro Loan Servicing, Inc.'s response to the Plaintiffs' Second Amended  
11 Complaint shall be due at a period after twenty (20) days written notice is provided by Plaintiffs to  
12 DTLS' counsel.

13 **SO ORDERED.**

14 DATED: March 27, 2024.

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16 CHIEF UNITED STATES DISTRICT JUDGE